

Proposal # n/a
Date 9/25/2023

[Proposal valid for sixty \(60\) days from above date.](#)

Name IRA Civic Center
Name c/o Jon Peterson
Address 1401 NW 3rd Ave.
City, ST, ZIP Grand Rapids, MN 55744
TEL: _____
FAX: _____

ESC Systems proposes to provide the following services for:

24-hour Central Station Service for your fire alarm and panic system for a period of One (1) year.

Annual Fire Alarm Central Station Fee	\$ 258.00	per year
Annual Cellular Transmission Fee	\$ 420.00	per year
(Cellular Transmission allows the customer to forgo having phone lines install to the digital communicator.)		
	\$ 678.00	Annually, Thereafter
	All prices not including tax.	

THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT.

PROPOSAL TERMS:

Material and labor as required in accordance with above specifications

For the sum of: \$ 678.00 plus tax

Payment terms: NET 30

Acceptance of Proposal:

The above prices are satisfactory and are accepted.

ESC Systems Sound and Life Safety is hereby authorized to complete this contract as specified. Payment will be made as outlined within this contract. By signing below I agree to the General Terms and Conditions on the reverse side of this proposal.

Rudy Stabe

Authorized Representative of ESC Systems Sound and Life Safety

James R Stabe

Digitally signed by James R Stabe
DN: cn=James R Stabe, o=ESC Systems, ou,
email=rstabe@escsystems.com, c=US
Date: 2023.09.25 05:26:20 -0500

Authorized Signature

September 25, 2023

Date of Proposal

Company Name (if applicable)

Authorized Signature

Date of Acceptance

Monitoring-New

General Terms and Conditions

The following provisions explain your duties and responsibilities to ESC and ESC's duties and responsibilities to you in providing alarm monitoring service to you.

Annual Fee. ESC may increase the annual monitoring fee at any time after twelve (12) months from the date of this Agreement. ESC will give you advance written notice of any increase. If you do not wish to pay the increased fee, you may terminate this Agreement by sending to ESC written notice within thirty (30) days of the date of ESC's notice of increase. If you do not give ESC notice, you will be deemed to consent to the increase.

Monitoring Service—Your Responsibilities. You agree that effective monitoring of alarm signals requires your cooperation. You agree:

1. To regularly test the alarm system and to immediately notify ESC if you find anything wrong. Any repair services performed by ESC shall be billed to you at ESC's hourly rates then in effect.
2. To maintain the alarm system in proper operating condition and to pay all costs of doing so.
3. To avoid doing anything which might damage the alarm system or which might cause false alarms.
4. To keep all account information updated by telling ESC in writing of any changes.
5. To obtain from and pay any city, state and/or other authority for permits or licenses that are required to operate your alarm system and also to pay any fines which may result from false alarms.
6. To comply with all requirements of any monitoring subcontractor.
7. To give ESC access to your property whenever necessary.

Limitation of ESC's Responsibilities and Liabilities. You understand that:

1. ESC has no duty to maintain, repair, service, replace, operate or assure the operation of your alarm system.
2. Alarm systems can be bypassed and may not always operate properly for numerous reasons. THEREFORE, ESC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS, THAT ITS SERVICE WILL AVERT, DETER OR PREVENT ANY LOSS.
3. ESC cannot control the response of fire departments, police departments, emergency medical services or others.
4. ESC is not providing a guard service under this Agreement and the monitoring service cannot take the place of insurance.
5. ESC would have to charge you a much higher price for monitoring service if ESC were going to be responsible for any harm such as business or personal loss, theft of property or money, property damage, personal injury or death to persons or other loss which might occur at the premises where the alarm system is installed.

Therefore, you agree that:

1. ESC is not responsible for design, installation, maintenance or repair of any equipment located at your premises.
2. ESC is not responsible for any interruption of service due to weather, strikes, riots, floods, fires, Acts of God or any other cause beyond its control or the control of the monitoring subcontractor.
3. ESC assumes no liability for services (or lack of services) provided by any monitoring subcontractor.
4. ESC is not responsible for any insurance covering any harm such as business or personal loss, theft of property or money, property damage, personal injury or death or other loss to you or anyone else on your premises.
5. Even if a court decides that a problem with the monitoring service or any other improper or careless activity by ESC or the monitoring subcontractor caused or allowed any harm such as business or personal loss, theft of property or money, property damage, personal injury or death to persons or other loss to you or to others, ESC will owe you only the annual monitoring fee paid by you or \$250, whichever is greater, as liquidated damages and not as a penalty, and this liability shall be complete and exclusive.
6. You hereby release, discharge and agree to defend, indemnify and hold ESC, its employees and agents harmless from any and all claims, liabilities, damages, loss or expenses, including but not limited to attorneys' fees, arising from or caused by any risk related to this Agreement, whether the claim is made by you, your agents or insurance company or by any other party claiming under or through you. You agree to notify your insurance company of this release.

Suspension of this Agreement. It is understood by you that ESC may stop monitoring your alarm system, temporarily, without notice and without liability or penalty, for the following reasons:

1. If in the sole opinion of ESC, too many false alarms or redundant or similar signals from your alarm system are received.
2. If the telephone or radio telemetry system between your alarm system, ESC or any monitoring subcontractor is not working properly.
3. If lightning strikes, floods, fire, equipment failures or other events beyond ESC's control affect the operation of any central monitoring station or the telephone or radio telemetry system.

Termination of This Agreement. It is understood by you that ESC may stop monitoring the alarm system, permanently, without liability or penalty, after ten (10) days written notice, for the following reasons:

1. If, in the sole opinion of ESC, too many false alarms from your alarm system are received.
2. If ESC is legally prevented from monitoring your alarm system.
3. If you do not pay ESC any amount due it, whether due under this Agreement or under another Agreement.

You agree that upon termination, ESC may enter your property to reprogram your alarm system and do whatever is necessary to stop calls from coming to ESC's monitoring system.

If this Agreement is terminated for any reason by either party, there will be no refund of any monitoring fee paid.

Renewal of This Agreement. The Agreement shall automatically renew for additional successive years unless either party gives to the other written notice at least thirty (30) days prior to the expiration of then current term.

Miscellaneous Terms.

1. Everything that you and ESC have agreed on is written in this Agreement. It replaces all earlier agreements and understandings, whether spoken or written. Nothing that you or ESC have said can change this Agreement.
2. This Agreement can only be changed in writing, and the writing must be signed by you and ESC.
3. This Agreement may not be assigned by you except upon prior written consent of ESC. ESC has the right to assign this Agreement to another party without notice to you and may also subcontract any services it may perform under and pursuant to this Agreement.
4. Any notice required to be given under the terms of this Agreement shall be sent in writing by first class mail, to the other party at the address set forth in this Agreement, or at another address if notice of that address is given to the other party.
5. If ESC is required to retain the services of an attorney to enforce any provision of this Agreement, you agree to pay ESC for those services.
6. A determination that any particular term of this Agreement is invalid or unenforceable shall not invalidate any other provision.
7. This Agreement shall be governed by the laws of the State of Minnesota.